



City of NORFOLK

C: Dir., Recreation, Parks & Open Space

To the Honorable Council
City of Norfolk, Virginia

December 15, 2015

From: Darrell R. Crittendon, Director
Recreation, Parks & Open Space

Subject: Renewal of the Lease
Agreement between the City of
Norfolk and Beacon Light Civic League

Reviewed: Wynter C. Benda
Wynter C. Benda, Deputy City Manager

Ward/Superward: 4/7

Approved: Marcus D. Jones
Marcus D. Jones, City Manager

Item Number:

PH-16

I. **Recommendation:** Adopt Ordinance.

II. **Applicant:** Pamela Rogers, President
The Beacon Light Civic League
P.O. Box 4683, Norfolk, VA 23523

III. **Description:**

This agenda item is an ordinance to approve a renewal of the lease agreement between the City of Norfolk ("City") and the Beacon Light Civic League ("BLCL") to permit BLCL to occupy an office space for civic league business and community engagement in the Berkley Neighborhood Multi-Service Center, located at 925 South Main Street.

IV. **Analysis**

- BLCL has served the community since 1941.
- An ordinance for a lease with BLCL is now being requested for the use of space at 925 South Main Street.
- The specific space that will be leased is the multi-purpose room #207.
The lease will be in effect for a two year term, to commence 30 days after the adoption of the ordinance.

V. **Financial Impact**

The financial impact of the lease agreement will be neutral. Currently, the utilities are paid by the City and the use of the office will not increase over its previous usage. Any special requirements by BLCL will be paid by BLCL.

VI. Environmental

There are no known environmental issues related to the Lease Agreement.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the City Attorney's Office.

Supporting material from the City Attorney's Office:

- Ordinance
- Lease Agreement

11/06/2015 lds

Form and Correctness Approved: *PAP*

By *[Signature]*
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By *[Signature]*
DEPT. *Recreation Parks! Open Space*

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE AGREEMENT, WITH THE BEACON LIGHT CIVIC LEAGUE, INC., FOR A PORTION OF THE PROPERTY KNOWN AS THE BERKLEY NEIGHBORHOOD MULTI-PURPOSE CENTER AT 925 SOUTH MAIN STREET, IN THE CITY OF NORFOLK.

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BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and provisions of the Lease Agreement between the City of Norfolk, as lessor, and The Beacon Light Civic League, Inc., as lessee, a copy of which is attached hereto as Exhibit A, by which the City of Norfolk leases a portion of that certain property known as 925 South Main Street, in the City of Norfolk, Virginia, are hereby approved.

Section 2:- That the City Manager is authorized to execute said Lease Agreement for and on behalf of the City.

Section 3:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

Lease Agreement

THIS LEASE AGREEMENT made this _____ day of _____, 2015, by and between the **CITY OF NORFOLK** (Lessor), a municipal corporation of the Commonwealth of Virginia, and **THE BEACON LIGHT CIVIC LEAGUE, INC.** (Lessee).

WITNESSETH THAT:

1. **PREMISES.** Lessor, for and in consideration of the rents, covenants and agreements hereinafter specified, to be kept and performed by Lessee, does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, a portion of the property known as Berkley neighborhood Multi-Purpose Center ("Center") at 925 South Main Street, in Norfolk, Virginia, hereinafter referred to as "Premises." Premises consist of the office spaces in the multi-purpose room identified as space 207 in **Exhibit A** hereto attached and incorporated by reference.

2. **LEASE USE.** Lessee covenants and agrees to use and occupy Premises as office space for civic league business, meetings of officers and community engagement for residents and members of the Beacon Light neighborhood, address community concerns, and to provide educational programs and activities.

3. **LEASE TERM.** This lease agreement is for a two-year term (Term) beginning forty (40) days after the Norfolk City Council adopts an ordinance authorizing this Lease Agreement and ending two years later, subject to the default provisions of paragraph 23, unless Lessee finds suitable space at a different location, in which event Lessee can terminate this Lease Agreement immediately.

4. **RENT:** In consideration for the use of the Premises, Lessee agrees to plan, organize and provide services and programs to the community.

5. **NO JOINT VENTURE:** It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Lessor and Lessee, or between Lessor and any other party, or cause either party to be responsible or liable in any way for the debts or obligations of the other party. Lessee is not an agent of Lessor.

6. **UTILITIES:** Lessor shall pay all charges when due for water, garbage removal, sewerage, gas and electricity and utility taxes in connection with the use of the Premises. Other utility charges or fees, if any, shall be Lessee's exclusive responsibility .

7. **NO ASSIGNMENT OR SUBLEASE:** Lessee covenants not to assign, mortgage or encumber this Lease nor sublet or suffer or permit the Premises or any portion thereof to be used by others. The use of the Premises will be such that it will not violate any other agreements or covenants affecting the Premises and will not violate or create any potential violation of any laws.

8. **VOLUNTEERS:** Lessor acknowledges that Lessee's activities may be organized and conducted by community volunteers. Lessor requires that volunteers who will be interfacing with community members undergo a background check. If Lessee chooses to have volunteers conduct any of its activities and programs on the Premises, the Department of Recreation, Parks and Open

Space of the City of Norfolk shall have the background checks done on behalf of Lessee, upon Lessee's request and at Lessee's expense.

9. OPERATION:

(a) As a material inducement to the Lessor to enter into this Lease, Lessee shall continuously use the Premises for the purposes stated in Paragraph 1 "Lease Use", carrying on therein Lessee's activities diligently. Lessee shall keep the Premises open and available to the community during such days and hours as the parties agree in writing, except when prevented by strikes, fire, casualty or other causes beyond Lessee's control. Hours of operation shall be Monday to Friday from 8:30 a.m. to 5:00 p.m. and 6:00 to 8:30 p.m. except for Friday and as needed for meetings. Lessee represents that its operation will include the interactive involvement of community members.

(b) Lessee shall provide the City with a schedule of classes, presentations and activities on a monthly basis.

(c) The use of any other amenity in the center requires prior request and approval by the City's Department of Recreation, Parks and Open Space.

10. LESSEE INDEMNIFICATION AND LESSEE INSURANCE: Lessee agrees that it will hold harmless Lessor from any and all injury or damage to person or property in, on or about the Premises, including, without limitation, all costs, expense, claims or law suits arising in connection therewith, except for injury or damage arising from Lessor's negligence or willful misconduct. Lessee covenants that it will, at all times during the Term of this Lease and at its own cost and expense, carry public liability insurance on the Premises, with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate and \$100,000.00 fire legal liability. Lessee further covenants that it will, at all times during the Lease Term and at its own cost and expense, carry insurance against damage by fire or other perils in an amount equal to the replacement value thereof on Lessee's furniture, fixtures and equipment. Each insurance policy shall be so written as to protect the Lessor and the Lessee, as their respective interests may appear, and the originals of each and all such policies of insurance, or duplicates thereof issued by the insurance company, also known as Insurance Certificates, shall be delivered to the Lessor. If Lessee fails to provide such insurance, Lessor may terminate this Lease with ten (10) days prior written notice to Lessee.

11. ACCEPTANCE OF PREMISES: Lessee hereby agrees to accept the Premises from the Lessor as they are found by Lessee on the date that Lessee takes possession in "what is, as is and where is" condition. Lessor has furnished the Premises; Lessor expects Lessee to maintain all furnishings and appliances in good condition.

12. SUBORDINATION AND ATTORNMENT: Lessee agrees that this Lease is subordinate to any mortgage or lien resulting from financing or refinancing, now or hereafter placed upon the land on which the Premises have been built or upon any building hereafter placed upon the land, of which the Premises are a part. Lessee will, further, attorn to and acknowledge the foreclosure purchaser or purchasers as the Lessor hereunder. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee.

13. **QUIET ENJOYMENT:** Lessor hereby covenants that Lessee, upon fully complying with and promptly performing all the terms, covenants and conditions of this Lease, on its part to be performed, shall have and quietly enjoy the Premises for the Lease Term set forth herein.

14. **LESSOR MAINTENANCE:** Lessor covenants that it will, at its own cost and expense, make such repairs to the Premises, outside utility lines and exterior of the Premises, including the foundation, roof, gutters, down spouts, outside walls and outdoor lighting, as may be necessary, to keep the same in a good, workmanlike condition of repair.

15. **ROOF:** Lessee agrees that it will not cut the roof, drive nails into or place any debris on the roof of the building of which the Premises constitute a part. Any roof alterations or repairs necessitated by Lessee's requirements (e.g. stove vents, antennae, etc.) shall be done at Lessee's expense and authorized only by Lessor's written permission and under Lessor's supervision.

16. **LESSEE COVENANTS:**

(a) Lessee shall not make alterations, additions or improvements to the Premises without first obtaining Lessor's written approval and consent.

(b) Lessee will not use nor permit the Premises to be used for any illegal or immoral purpose. Lessee hereby agrees to comply with all Federal, State and Municipal laws, ordinances and regulations as they relate to Lessee's activities and/or to the Premises and to the use, storage and disposal of hazardous substances.

(d) Lessee agrees to contain within its Premises any and all noise, music, or odors and/or aromas, to the extent that no nuisance will be created to its neighbors.

(e) Lessee shall store all trash, rubbish and garbage in the containers provided by Lessor at the Premises. Lessee shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in and or about the Premises.

(f) Lessor covenants that it will take such steps as shall be necessary to keep the Leased Premised free of termites, rodents, insects and other pests. It is Lessee's obligation to notify Lessor of any unusual infestation.

(g) Lessee shall not make any use of the Premises, which would make voidable or void any policy of fire or extended coverage insurance covering the Center or cause the building to become uninsurable. Lessee covenants that, without prior written consent of the Lessor, Lessee will not do anything, which will increase the rate of fire insurance premium on the building. If by reason of any use by Lessee of the Premises or the keeping by Lessee of any flammable substances in the Premises, the hazardous insurance premiums or policies maintained by Lessor shall be increased over normal rates for comparable premises, the amount of the increase in the Lessor insurance premium shall be paid to Lessor by Lessee from time to time on demand. Lessee hereby covenants that it shall cease and desist any activity so affecting the insurability of the Premises upon written demand of the Lessor.

(h) Lessee will not use nor permit to be used any advertising medium or device such as audio broadcast, loudspeaker, radio, public address system, remote radio station, or flashing or digital reader sign.

(i) Lessee shall not use the sidewalks for any purpose related to the selling of merchandise or services.

(j) Lessee shall notify Lessor of all accidents or security-related incidents, i.e. crimes against person(s) and property, which occur in or about the Premises by filling an incident report form, a copy of which is hereto attached as Exhibit C.

(k) No radio or television aerial or satellite dish or disk shall be erected on the roof or exterior walls of the Premises or on the grounds without the written consent of the Lessor in each instance. Any aerial so installed without such written consent shall be subject to removal by Lessor or its Agent without notice at any time, and Lessee shall pay Lessor, on demand, the cost of such removal.

(l) Lessee shall participate in active recycling. To the extent reasonably possible, Lessee will use environmentally green products.

(p) There shall be no smoking allowed in the building or within Twenty-Five (25) feet of the building.

17. **LESSOR INSPECTION AND ACCESS:** Lessor or its Agent, employees and/or contractors shall have the right to enter the Premises to examine the same and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. All such work and installation shall be done, so far as practical, so as not to unreasonably interfere with Lessee's use of the Premises.

18. **WAIVER OF SUBROGATION:** Lessor and Lessee waive all right of recovery against each other for any loss in or about the Premises, from perils insured against and under the fire insurance contract, including any all-risk endorsements thereof, whether due to negligence or any other cause. This release of liability shall be operative only as long as waiver of subrogation clauses are available on insurance policies, in the amounts, form, kinds and with a company satisfactory to Lessor.

19. **INDEMNITY AGAINST LIENS:** Lessee agrees that it will, at all times during the Term of this Lease, take any and all steps necessary to prevent the filing of mechanics liens against the Premises. Lessee further agrees to indemnify and save the Lessor harmless from and against any and all liabilities incurred by Lessee or claimed or charged against the Premises for labor or materials contracted for by Lessee. Lessee shall promptly pay, or otherwise discharge, any and all such claims, expenses and liens, including the mechanic's materialmen's and other laborer's liens asserted or claimed against the Premises or any part thereof. In no event shall Lessor or any of the Lessor's property be liable for or chargeable with any expense or lien for work, labor or materials used for and in the Premises; or for any improvements thereof or changes made upon the order of Lessee, or to discharge the obligations of the Lessee.

20. **FIRE AND/OR DESTRUCTION:** If the Premises shall be damaged by fire or other casualty during the Term hereof, Lessor, at its sole discretion, will make the decision as to whether it will restore the structural components and items. Lessor, at its option, may terminate this Lease as of the date of such destruction by giving Lessee written notice of its intention to do so within thirty (30) days after such date of destruction.

Unless Lessor gives such notice, this Lease shall remain in full force and effect and Lessor shall repair such damage as its expense, as expeditiously as possible under the circumstances. Notwithstanding the foregoing, in the event of damage to the Premises by fire or casualty which is not the result of Lessee's negligence, and which cannot be repaired within sixty (60) days of occurrence, Lessor or Lessee shall have the right to terminate this Lease by giving the other party thirty (30) days prior written notice.

21. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Lease Paragraph shall not operate to release Lessee from this Lease nor to excuse Lessee.

22. **EMINENT DOMAIN:** If all the Premises are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that the Lessee is required to vacate the Premises. Lessee hereby waives any right that it may have to any condemnation award or sum paid under threat of condemnation as a result of a complete or partial taking of the Premises and/or any portion of the shared areas.

23. **LESSEE DEFAULT:** The occurrence of any one of the following events constitutes a default by the Lessee and a breach of this Lease and its covenants by the Lessee, if such default, breach or non-performance is continued and not cured within ten (10) days after written notice from Lessor: (a) The vacating or abandonment of the Premises by Lessee, or the failure of the Lessee to open the Premises for the community as described in the Use Clause Paragraph or the Operation Paragraph found in this Lease Agreement, or (b) The failure by Lessee to perform any covenants herein or the breach by Lessee of any Lease covenants herein, other than those described in section (a) of this Paragraph, and the further failure by Lessee to cure such covenant breach or non-performance, or to commence to cure and diligently pursue the cure of the covenant breach or non-performance which cannot be fully remedied within ten (10) days.

24. **LESSOR REMEDIES:** In the event of Lessee Default, including Lessee's abandonment or vacating the Premises, Lessor shall have the right, in addition to all other rights and remedies provided by the law, to terminate this Lease, and/or to re-enter and take possession of the Premises, peaceably or by force, and/or to change the locks thereto and to remove any property therein, without liability to Lessee for damage arising therefrom and without obligation to Lessee to store any property. Any costs of removal and storage of Lessee's fixtures, inventory,

equipment or any other personal property shall be the expense of Lessee. Lessor may, at its option and without subsequent notice to Lessee, re-let the Premises for such term and on such covenants and purposes as Lessor, in its sole discretion, may determine are in the best interest of the Lessor.

25. **HOLDOVER AND SUCCESSIVE LESSEE:** Lessee acknowledges that possession of the Premises must be surrendered to Lessor on the Termination Date or sooner. Lessee agrees to indemnify and save Lessor harmless from any and all costs, claims, loss or liability resulting from delay by Lessee in so surrendering the Premises. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Premises after the termination of the Lease Term, unless specifically agreed to in writing. The provisions of this Paragraph shall survive the expiration or said sooner termination of Lease Term.

26. **TERMINATION AND SURRENDER:** Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in as good as condition as they were found upon the Lessee taking possession of the Premises; except for ordinary wear and tear, reduction of the Premises by condemnation or damage by fire, destruction or other casualties or causes beyond Lessee's control. Lessee shall deliver to Lessor or its Agent all keys to the Premises and remove all its personal property. After Lessee vacating or Lessee abandonment, Lessor may elect to retain or dispose of, in any manner, Lessee alterations and improvements or Lessee's personal property that Lessee does not remove from the Premises before or after the Termination Date of the Term. Title to any such Lessee alterations or Lessee's personal property, that Lessor elects to retain or dispose of after the Term, shall vest to and in the Lessor. Lessee waives all claims against Lessor for any damage to Lessee resulting from Lessor's retention or disposition of any such alterations or personal property. Lessee is further liable to Lessor for Lessor's expenses and costs for removing and disposing of any Lessee alterations or Lessee personal property, which Lessor does not elect to acquire.

27. **LESSOR'S WAIVERS:** The failure of Lessor to insist, in any one or more instances, to strict performance by Lessee as to any Lease covenants shall, not be construed as a waiver by Lessor or relinquishment, in the future, of such covenants, but the same shall continue and remain in full force and effect.

28. **EXCULPATION:** The term "Lessor" as used in this Lease means only the owner, for the time being or at the time of Lease execution by Lessee, of the building in which the Premises are located. Lessor shall be liable for the performance of its obligations hereunder only to the extent of Lessor's assets as they pertain to the Premises. The liability of the Lessor shall not extend beyond the period of time of Lessor's ownership of the Premises.

29. **NOTICES:** Any notice herein provided for to be given to Lessor shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to:

LESSOR'S NOTICE ADDRESS:

City of Norfolk
Attn: Director, Department of Recreation, Parks and Open Space
501 Boush Street
Norfolk, Virginia 23510

LESSEE'S NOTICE ADDRESS:

Pamela Rogers, President
The Beacon Light Civic League, Inc.
P.O. Box 4683
Norfolk, Virginia 23523

Any notice herein provided for to be given to Lessee shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid. Either party may, at any time, change its address for the purposes of notice hereof by sending a written notice to the other party stating the change and setting forth the new address.

30. **OPTION:** Providing Lessee is not in default at any time during the term of this Lease, Lessee must notify Lessor, in writing, no less than ninety (90) days prior to the expiration of the original Lease term if it wishes to negotiate a new lease.

31. **EARLY TERMINATION RIGHT:** Except for Lessee's relocation, Lessor and Lessee shall have the right to terminate the lease at any time with sixty (60) days prior written notice.

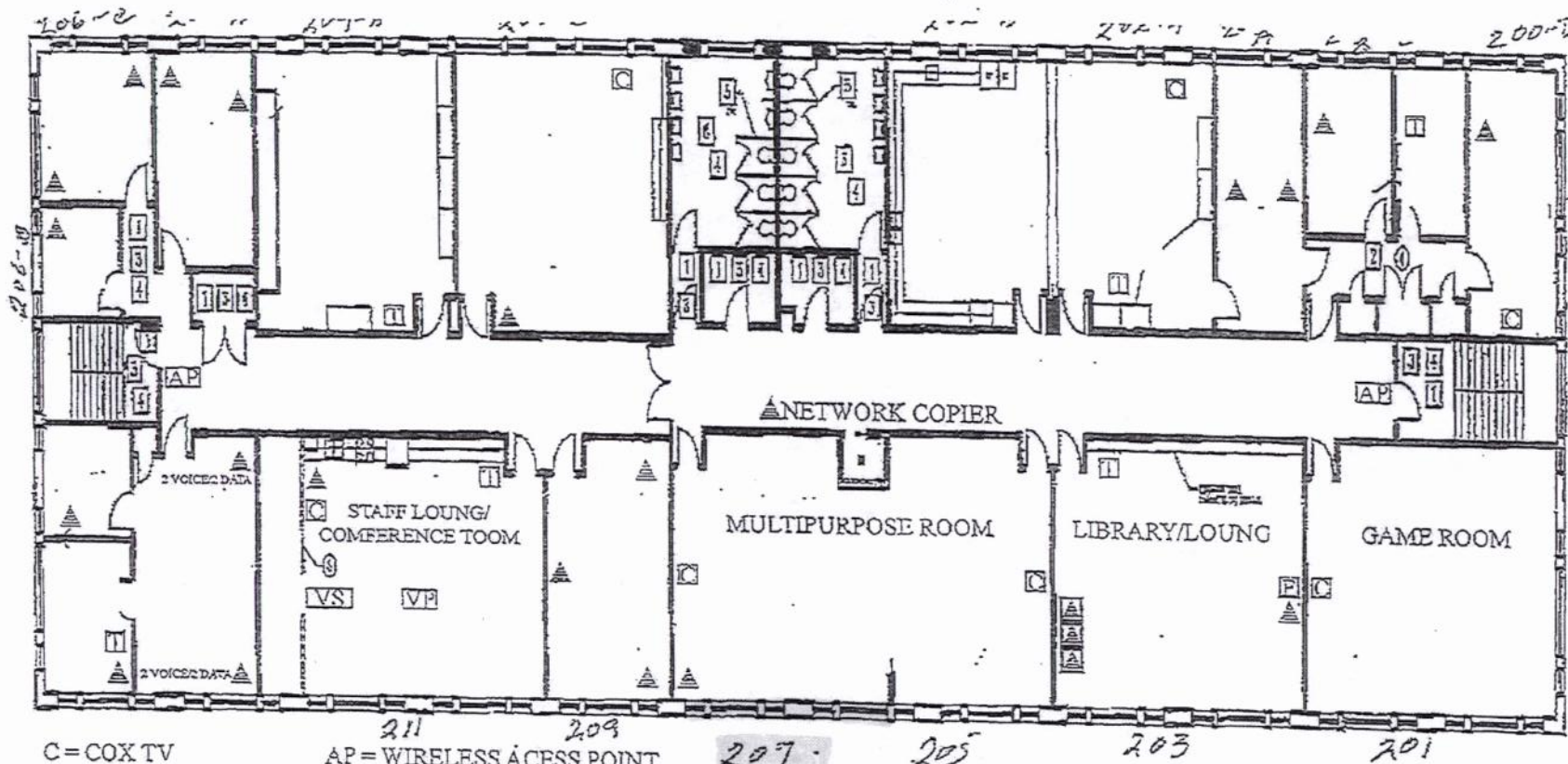
32. **AMERICANS WITH DISABILITIES ACT:** In the event that any federal or state government authority (the "Applicable Authority") with jurisdiction determines that the exterior and interior of the Premises is not in compliance with the Americans with Disabilities Act of 1990 (the "ADA"), Lessor, at its sole cost, agrees to take such remedial action as is required by the Applicable Authority pursuant to the ADA to correct or remedied such noncompliance. Alternatively, if in Lessor's judgment the remedial or corrective measures proposed by the Applicable Authority do not have to be performed in order for Lessor to be in compliance with the ADA, Lessor may contest, at its sole cost, such matter in lieu of performing the remedial action. However, upon final judgment being entered against Lessor in a court of competent jurisdiction with regard to ADA requirements, Lessor agrees to take such remedial actions, at its sole cost, as ordered by such court.

33. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties hereto. Any and all oral or written agreements understandings, representations and warranties, promises and statements of the parties hereto or from their respective officers and directors or from their partners with respect to the subject matter of this Lease, and any matter not covered and mentioned in this Lease, shall be inferior and be merged in and by this Original Lease. No such prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any reason or purpose, unless specifically set forth in this original Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

BERKLEY MULT SERVICE CENTER



SECOND FLOOR



C = COX TV

AP = WIRELESS ACCESS POINT

F = FAX LINE

VP = VIDEO PROJECTOR

A - LAB COMPUTER

VS = VIDEO SCREEN

▲ - VOICE/ DATA

T = TELEPHONE